

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON**

OLYMPIC VISTA HOMEOWNERS  
ASSOCIATION, a Washington non-profit  
corporation

Plaintiff,

vs.

ALLSTATE INSURANCE COMPANY, an  
Illinois company

Defendant,

Case No. 2:22-cv-00683

**COMPLAINT**

Plaintiff OLYMPIC VISTA HOMEOWNERS ASSOCIATION (the “Association”) brings this Complaint against ALLSTATE INSURANCE COMPANY (“Allstate”) (“Defendant”).

1. Plaintiff is a Washington non-profit corporation, which is the governing body for the Olympic Vista (“Olympic Vista”). This is an action for damages arising from property damage discovered at Olympic Vista. Plaintiff is authorized to bring this lawsuit on its own behalf and for the benefit of the owners at Olympic Vista.

2. Defendant Allstate, on information and belief, is an Illinois insurance company licensed and/or authorized to sell insurance in the State of Washington.

3. Olympic Vista is a condominium development consisting of 8 condominiums in one three-story building.

4. This is an action for monetary damages in excess of \$75,000.00, exclusive of interest, costs and attorney's fees, and this Court otherwise has jurisdiction over the subject matter hereof.

1 5. The Association is a Washington non-profit corporation, created and existing under  
2 Washington Statutes for the operation of the Condominium.

3 6. The Condominium is located in Seattle, King County, Washington where the  
4 Association transacts its usual and customary business.

5 7. The Association brings this action in its own right and on behalf of its owners.

6 8. On information and belief, Defendant is licensed and/or authorized to sell insurance  
7 in Seattle, King County, Washington.

8 9. The property out of which this insurance claim arose is in Seattle, King County,  
9 Washington and all relevant events happened in Seattle, King County, Washington.

10 In consideration for payment of an annual premium, Allstate executed and delivered to the  
11 Association a property insurance policies bearing the policy numbers 050795299 from  
12 September 30, 2002 to September 30, 2013; and policy number 648685615 from September  
13 30, 2013 to September 30, 2020, by which Allstate provided insurance coverage and agreed,  
14 among other things, to provide coverage for property damage suffered by the Association  
15 unless such property damage was excluded by the terms of the policy.

16 10. The Association discovered significant property damage at the Condominiums. The  
17 Association has been damaged in an amount to be proven at trial, but in an amount no less  
18 than \$75,000.

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20 **FIRST CLAIM FOR RELIEF - BREACH OF CONTRACT**

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22 11. The Association re-alleges paragraphs 1-10 above.

23 12. The Association entered into a valid and enforceable contract with Allstate. The  
24 Association has complied with and satisfied all conditions precedent in Allstate's policies (if  
25 any), except any that were excused, waived, or that do not need to be performed because  
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1 Defendant will not be prejudiced by non-performance.

2 13. The policies issued by Allstate provide coverage for property damage unless the  
3 property damage is excluded by the policies. The property damage discovered at Olympic is  
4 covered under Allstate's policies.

5 14. Allstate breached its contract by refusing to pay damages covered under the Allstate  
6 policies.

7 15. As a result of Allstate's breaches of contract, the Association has been damaged in  
8 an amount to be proven at trial, but in an amount no less than \$75,000.

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10 WHEREFORE the Association demands judgment against Allstate for damages,  
11 including, but not limited to, the cost of repairing the covered property damage at the  
12 Condominiums, as well as any incidental and consequential damages. The Association also  
13 demands the recovery of its reasonable attorney fees.

14  
15 WHEREFORE the Association prays for any other relief the Court deems just and  
16 proper.

17 **JURY DEMAND**

18 16. The Association demands a trial by jury.

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20  
21 Dated: May 20, 2022.

BARKER • MARTIN, P. S.

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23 By: /s Jim Guse

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